

#851

LIBRARY  
INSTITUTE OF MANAGEMENT  
JUN 25 1992  
RUTGERS UNIVERSITY

Folsom Education Association

and

Folsom Board of Education

Contract

1992-1993

1993-1994

#### Preamble

In the past, the Folsom Education Association and the Folsom Board of Education have enjoyed a good relationship, one in which the spoken word was sufficient. For better understanding and in light of new laws and rules binding on both parties, the Association and the Board agree that a written contract would best suit the needs of all concerned.

## ARTICLE 1

### RECOGNITION

#### A. UNIT

The Board hereby recognizes the Folsom Education Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all professional full-time teaching personnel, the nurse, the librarian, the child study team, the guidance counselor, and full-time teaching aides, whose primary duties are assigned to the classroom as pupil or classroom aides, excluding the administrative principal, board secretary, cafeteria or playground aides, and custodian.

#### B. Definition of a Teacher

Unless otherwise stated, the term "teachers", when used hereinafter in this agreement, shall refer to all full-time and part-time professional employees represented by the Folsom Education Association in the negotiating unit as above defined and references to male teachers shall include female teachers.

#### C. Definition of a Teacher's Aide

Unless otherwise indicated, the term "teacher's aide" when used hereinafter in this agreement shall refer to all full-time paraprofessional employees represented by the Folsom Education Association in the negotiating unit as above defined. Any reference to a male teacher's aide shall include female teacher's aide.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. DEADLINE DATE

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws 1968 in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than November 15 of the calendar year preceeding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all full-time teachers, be reduced to writing, and be signed by the Board.

#### B. Modification

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.



ARTICLE III  
GRIEVANCE PROCEDURE.

A. DEFINITION

1. Grievances

A "grievance" is a claim by a teacher or the Folsom Education Association based upon the alleged misinterpretation, misapplication, or violation of this collective agreement, or administrative decisions affecting a teacher or group of teachers.

2. Aggrieved Person

An "aggrieved person" is the person or persons on the Folsom Education Association making the claim.

3. Party In Interest

A "party in interest" is the person or persons making the claim and any person including the Folsom Education Association or the Board who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

#### C. Procedure

##### 1. Time Limits

The number of days indicated at each level should be considered as a maximum. The time limits specified may, however, be extended by mutual agreement. Each claim is to be instituted within (30) calendar days from occurrence. In the event the time limit expires on a non-school day, the parties involved will have until the next in-session school day.

##### 2. Year End Grievances

In the event that a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and is left unresolved until the beginning of the following school year, could result in irreparable harm to the parties in interest, the time limits as set forth herein

shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

3. Level One- Administrative Principal

A teacher with a grievance will first discuss said grievance with his Administrative Principal, either directly or through the Folsom Education Association's designated representative, with the objective of solving the matter informally.

4. Level Two- Board of Education

If the grievance is not resolved to the grievant's satisfaction, he, not later than five(5) calendar days after the administrative principal's decision, may request a review by the Board of Education. The request shall be submitted in writing through the administrative principal who shall attach all related papers and forward the request to the Board.

The Board, or a committee thereof, shall review the grievance, and shall, at the option of the Board, or at the request of the grievant, hold a meeting with the employee grievant and render a decision in writing and forward copies thereof to the grievant and the Folsom Education Association within twenty (20) calendar days of the receipt of



the appeal by the Administrative Principal, or if a hearing is held, within twenty(20) calendar days of the hearing. The referred hearing shall be held within fifteen(15) calendar days after the receipt of the appeal notice.

In the event the time limit expires on a non-school day, the parties involved will have until the next school day.

#### 5. Level Three

If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant, he may exercise legal rights according to the Statutes Administrative Code and Perc regulations, such a request to be made known to the Administrative Principal within twenty(20) days of the receipt of the Board's decision.

## ARTICLE 1.

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. Use of School Building

The Folsom Education Association and its representatives may use the school building at all reasonable hours for meetings. The Board of Education Secretary shall be notified in advance of the time and place of all such meetings for approval of same. The Folsom Education Association shall pay any custodial fees for evening meetings.

#### B. Use of School Equipment

The Folsom Education Association may use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not in use. The Folsom Education Association shall pay for the reasonable cost of materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

#### C. Bulletin Boards

The Folsom Education Association shall have in each school building the use of a bulletin board in a prominent place, the location of which shall be determined by the Board of Education or its designee. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

#### D. Exclusive Rights

The rights and privileges of the teachers' representative as set forth in this agreement shall be granted only to the organization designated as the representative pursuant to Chapter 303, Public Laws 1968, and to no other organization.



## ARTICLE V

### SALARIES

#### A. Employees Covered

Salaries of all employees covered by this agreement are set forth in the Schedule A and B which are attached hereto and made a part hereof.

#### B. Frequency of Pay

Each teacher shall be paid every other Friday. If Friday is not the last working day of the week, teachers will be paid on the last working day of that week. This shall begin in conjunction with the first pay schedule of 12 month employees, after returning to work in September. Final check will be no later than two weeks after last working day in June (provided all obligations are met).

#### C. Graduate Courses

The Board agrees to pay tuition costs of a total of six(6) graduate credits per calendar year, in the field of teaching in Elementary Education, as existing in our school district, at an accredited 4 year college or university. Teachers must make application and receive approval of such course(s) prior to registration.



It must be certified as approved by the Chief School Administrator before Board approved that such course(s) are both directly related to teaching in Elementary Education and that the college or university is accredited.

Tuition costs will be reimbursed the October following the course upon submission to the Chief School Administrator and Board of Education evidence of participation, official proof of successful completion of course and proof of tuition costs. Total reimbursement costs shall not exceed 150 dollars per credit for the duration of this contract. Only tenured teachers may apply.

## ARTICLE VI

### TEACHING HOURS

#### A. Teacher's Day

1. Length of Day- Teacher's day shall not exceed 7 1/4 hours with the exception of open house and conferences.

2. Teachers shall have a thirty (30) minute duty free lunch.

3. The teacher shall be allowed to use the teacher's room during times when specialists are in charge of their classes.

4. Teachers may leave the building during their scheduled lunch period providing they sign out and upon returning sign in at the office.

5. . When parent-teacher conferences are scheduled in the evening, after a regular school day, teachers shall be given compensating time by early dismissal, provided school has been in session a minimum of four (4) hours instructional time for students.

## ARTICLE VII

### TEMPORARY LEAVES OF ABSENCE

#### A. Types of Leave

Teachers shall be entitled to the following temporary leaves of absence (nonaccumulative) with full pay each year:

##### 1. Personal

Three(3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the administrative principal for personal leave shall be made at least one week before taking such leave (except in the case of emergencies) and approval must be received. Teachers will receive 1/2 pay for unused personal days at the end of the year in a separate check.

##### 2. Professional

Up to (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Request for above must be submitted to chief school administrator for approval at least one (1) week prior to the date of the planned school visitation or meeting/conference attendance. Within ten (10)

days, teacher must file a written report with the chief school administrator.

### 3. Death

Up to five(5) working days at any one time in the event of death of a teacher's spouse, child, parent, father-in-law, mother-in-law, brother,sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild,and any other member of the immediate household.

### 4. Good Cause

Other leaves of absence with pay may be granted upon discretion of the Board of Education.

### B. Accumulative Leave

Teachers shall be entitled to the following accumulative leave with pay:

1. Eleven (11) days sick leave per year

2. Teachers shall be informed of their accumulated sick leave with the first paycheck in September.

3. After 20 years in the district, upon retirement, teachers will be paid for unused sick



days at a rate of 30% of daily salary not to exceed \$7,000

C. Extended Leave

In the event that a tenured teacher shall have exhausted the specified annual and accumulated sick leave days because of extended illness, quarantine or illness in the immediate family, such teacher shall be granted in any school year additional sick leave with adjusted salary payments for each day of absence. The adjusted salary payments shall be on the basis of one-two hundredth ( $1/200$ ) of the teacher's annual salary minus the daily pay of a substitute teacher. This extension is for a four month maximum length of time.

ARTICLE VIII  
TEACHER EVALUATION

A. Evaluation Committee

Teachers shall be evaluated by members of the administration.

B. Non-tenure Teachers

Non-tenure teachers shall be evaluated by their immediate superior at least three (3) times each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate superior. Such evaluation shall consist of at least three (3) in classroom observations, each occurring on separate days.

C. General Criteria

1. Teachers shall be evaluated the number of times and by the procedures of N.J. Statutes Administrative Code and other Board of Education regulations as in effect each school year. This shall be done by personnel qualified to do so according to Statutes and Administrative Procedures or other Board of Education regulations.

2. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation report.

#### D. Evaluation Procedure

##### 1. Reports

Evaluation reports shall be presented to each teacher by his immediate superior in accordance with the following procedures:

a. Such reports shall be issued in the name of the immediate superior based on the compilation of reports and observations by any or all supervisory personnel who come in contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teacher.

c. Such reports shall be written in narrative form and shall include when pertinent:



\* Strengths of the teacher as evidenced during the period since the previous report.

\* Weaknesses of the teacher as evidenced during the period since the last report.

\* Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

d. Signing of the evaluation by the teacher does not signify agreement. It indicates that the teacher has seen the report.

#### E. Tenure Teachers

Tenure teachers shall be evaluated at the discretion of their immediate superior.



## ARTICLE IX

### CLASS SIZE

It is recognized by the Board and the Folsom Education Association that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to try to keep class size at acceptable numbers as dictated by the financial condition of the district, the facilities available, the availability of qualified teachers and the best interest of the district as deemed administratively feasible at the discretion of the Board.

## ARTICLE X

### CONDITIONS APPLICABLE TO ALL TEACHERS

#### A. Substitute Teachers

The Board agrees at all times to maintain an adequate list of certified substitute teachers, both for classroom and special teachers.

#### B. Preparation Time

All teachers shall have a minimum of 1 1/2 hours per week, during instructional school hours, in preparation time. This 1 1/2 hours is time classes usually have art and music. This shall apply except when a qualified music or art teacher cannot be obtained.

#### C. Change in Grade Assignment

Teachers who desire a change in grade assignment may file a written statement by May 15 of such desire with the principal.

## ARTICLE XI

### INSURANCE PROTECTION

#### A. Health Insurance Carrier

At the beginning of each school year, the Board shall provide the Health Care Insurance Protection designated below:

1. The Health Care Insurance Carrier(s) shall be determined by the Board of Education for the basic hospitalization and medical-surgical coverage and for the major-medical coverage and Rider J.

Such coverage shall be comparable to or better than the existing Public Employees Health Benefit Program Plan. The Board shall pay the full premium for each teacher, teacher aide, and family members.

#### B. Description of Coverage

The Board shall request the carrier(s) to provide each teacher with the description of the coverage of the Health Care Insurance Coverage provided under this article no later than the beginning of the school year, which shall include

a clear description of the conditions and limits of coverage as listed above.

#### C. Prescription Plan

Teachers and their families will be provided with Prescription Plan coverage. The co-pay will be \$2.00 for generic drugs and \$4.00 for all others.

#### D. Dental Coverage

Dental plan will be provided with the Board paying the following toward selected coverage:

1992-1994- \$425.00

The employee will pay the balance in the form of a payroll deduction.



ARTICLE XII  
MISCELLANEOUS PROVISIONS

A. Separability

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Printing Agreement

Enough copies of this agreement shall be printed within ninety (90) days of signing by both parties. The cost of such printing shall be shared equally by both parties to this agreement. Each teacher in the Folsom Education Association shall be furnished with a copy.

C. School Calendar

The principal shall prepare a school calendar and offer the calendar to the Folsom Education Association for suggestions.

## ARTICLE XIII

### DURATION OF AGREEMENT

#### A. Duration of Agreement

This agreement shall be effective as of September 1, 1992 and shall continue in effect until June 30, 1994. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless extended in writing.

It is understood that Schedule B may be reopened for additional items for negotiation before this agreement expires only for the additional programs that are introduced. (this includes Discipline Council)

#### B. Status of Incorporation

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respected secretaries, and their corporate seals to be placed hereon, all on the day and year written above.

## SCHEDULE B

### A. EXTRA ACTIVITIES

All extra activities as listed in Schedule B shall be administered with approval of the administrator and the Board of Education. Times are to be assigned by the administrator. Extra compensation will be paid for extra work.

Step Scale - If more than two years lapse in service, step placement will be negotiated at time of employment.

1. Any one teacher(s) who supervises and advises any intramural athletic meet (softball, basketball, track, etc.) or chaperones a school function that takes place other than during normal school hours will be paid at a rate of \$27.00 per meet. This schedule will exclude field trips and the use of faculty members as referees, scorekeepers, and timekeepers at athletic events.

2. Eighth grade advisors (no more than two) will be paid at a rate of \$600.00 per person for the duration of this contract.

### 3. Cheerleading Advisor- STEP SCALE

A(1-2YRS)	B(3-4YRS)	C(5YRS)
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\$500	\$650	\$750
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4. Boys and Girls Basketball Advisor- STEP  
SCALE

A(1-2YRS)	B(3-4YRS)	C(5YRS)
\$600	\$750	\$850

5. Softball Advisor will be paid \$225.00 .  
If a change occurs this may be re-negotiated.

6. All payments shall be pro-rated if the  
activity does not last the season.

7. Any teacher assigned to attend meetings  
in which he takes his own vehicle will be paid at  
a rate of \$.20 cents a mile or a fixed rate  
assigned by the Board, applicable to all  
employees.

B. Home Instruction

Home Instruction shall be paid at a rate of  
\$25.00 an hour for the duration of this contract.  
Members of the Folsom Education Association shall  
be notified by the Board of Education when  
tutoring positions are open and shall be given  
preference. Positions to be filled by the  
superintendent.

C. Yearbook Advisor

C. Yearbook Advisor

The advisor shall be paid \$550.00 to work in conjunction with a professional company on yearbook activities

D. Play Director (play must be approved by administration) STEP SCALE

A(1-2YRS)	B(3-4YRS)	C(5YRS)
\$500	\$650	\$750

# SALARY SCHEDULE FOR 1992-1994

1992-1993		1993-1994
A.	27,000	28,800
B.	27,550	29,350
C.	28,100	29,900
D.	28,650	31,150
E.	29,700	32,200
F.	31,300	33,800
G.	32,750	35,250
H.	34,300	37,000
I.	35,350	38,050
J.	36,000	38,700
K.	36,600	39,300
L.	37,650	41,450
M.	39,200	43,000
N.	40,950	GO TO M ELIMINATE

BOTH YEARS : BA +15 \$1200      MA \$1300      MA+30 \$2000

Longevity payments will be made at steps 20, 22, and 24, to those employees who have already reached longevity. The amount is \$500.00 at each level. All others will reach longevity after 25 years in the district. The payment will be \$500.00.



# INSTRUCTIONAL AIDE GUIDE 1992-1994

1991-1992

1992-1993

1993-1994

1.	14,860	-----	-----
2.	15,355	16,360	-----
3.	15,850	16,855	18,160
4.	16,355	17,350	18,655
5.	16,850	17,855	19,150
6.	17,355	18,350	19,655
7.	17,855	18,855	20,150
8.	18,355	19,355	20,655
9.	18,855	19,855	21,155
10.	19,355	20,355	21,655
		20,855	22,155
			22,655

Folsom Education Association

by Arita Hoffman President 4/14/92 A.H.

by Jean R. Lelute Secretary

Folsom Board of Education

by Margaret A. Fugere President

by Veronica Dietrich Secretary  
4/14/92 V.D.